

PAR
[Colin (abbé Frédéric-Louis-de-Fonzague) p.s.s.]

—Duché.

REPLY

TO TWO LETTERS ADDRESSED BY

MR. VANKOUGHNET

TO THE SUPERIOR OF THE

Seminary of St. Sulpice.

DATED, RESPECTIVELY,

September 12th, 1884; and January 13th. 1885.

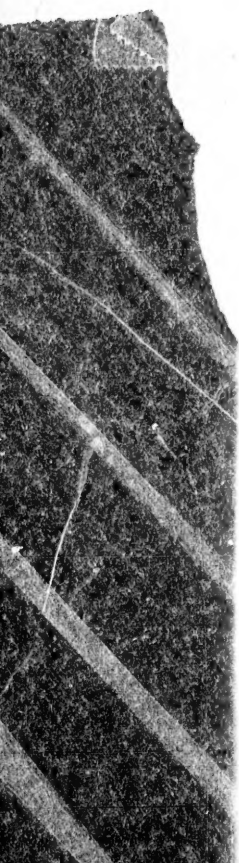
ALSO TO AN EXTRACT FROM A LETTER OF

MR. T. WALTON

Indian Superintendent at P

Dated September ?

MONTREAL, FEB. 5, 1885.



REPLY

TO TWO LETTERS ADDRESSED BY

MR. VANKOUGHNET

TO THE SUPERIOR OF THE

Seminary of St. Sulpice,

DATED, RESPECTIVELY,

September 12th, 1884; and January 13th, 1885.

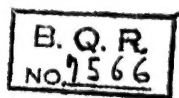
ALSO TO AN EXTRACT FROM A LETTER OF

MR. T. WALTON,

Indian Superintendent at Parry Sound,

Dated September 2nd, 1884.

BX
4060
2604
C6a 15



REPLY TO TWO LETTERS ADDRESSED BY MR.
VANKOUGHNET TO THE SUPERIOR OF THE
SEMINARY OF ST. SULPICE.

MONTREAL, *Feb. 5, 1885.*

TO THE RIGHT HONORABLE

SIR JOHN A. MACDONALD,

Premier, President of the Council,

OTTAWA.

RIGHT HONORABLE SIR,

The Seminary of St. Sulpice believed that it had fully discharged its obligations towards the Indian families who removed from Oka to Gibson. It considered that it had even gone far beyond its engagements, with regard to the log-houses, which cost the Seminary an amount much in excess of that to which it was bound; but, to our great surprise, two letters from Mr. Vankoughnet, the one of Sept. 12, 1884, the other of Jan. 13, 1885, having successively brought us complaints relative to the aforementioned houses, and these complaints appearing to us unfounded, I take the liberty, Right Honorable Sir, to lay before you the following remarks, which will, we trust, re-establish the real facts of the case.

Mr. Vankoughnet's letter of Jan. 13, 1885.

This letter says to the Superior of the Seminary : 1. that "Louis Laforce and Peter White, who removed from Oka to the Gibson Reserve have received no help in building their houses". and "both Indians are anxiously awaiting the assistance promised by the Seminary in the agreement between that Corporation and the Government."

2. That Francis Davenau and Joseph Laforce are awaiting assistance from the Seminary to complete their houses, as also Napoleon Commandant, Louis White, Peter Strength and Joseph Sanation.

And Mr. Vankoughnet adds: "I shall be glad to receive information at an early date as to the steps which the Seminary intends to take with regard to assisting the Indians, in accordance with the agreement above referred to."

To this we answer :—

1. With regard to Louis Laforce and Peter White, a similar demand had already been addressed to the Superior of the Seminary by Mr. Vankoughnet, a year before, Jan. 14, 1884. Rev. William Leclair, priest of St. Sulpice, Director of the Oka Mission, wrote, some days after, on Jan. 23, 1884, to Mr. Vankoughnet in these terms :—

"The Superior wishes me to state that Peter White had given his name for the first departure of Indians from Oka, and afterwards withdrew it; that he subsequently left this place and had gone to reside in Aylmer. That such being the case, according to the traditional rule of the Seminary, this Indian forfeited his right in this place, and could no

longer claim the patronage of the Seminary. I am also requested to state that Louis Laforce left this locality without making any settlement with the Seminary in regard to his occupancy at Oka, and consequently the Seminary does not feel itself justified in paying attention to his claim for transacting expenses.

That notwithstanding this irregularity the same man went to Montreal and obtained there a through ticket to Penetanguishene, the authorities of the Seminary believing that things had been properly arranged at Oka. The consequence of such conduct is that it is impossible to find out who is the owner of a house at Oka that Louis Laforce had, his children claiming it as their own. The Seminary cannot countenance such proceedings, which would embarrass both the Seminary and the Government."

This answer of Rev. William Leclair shows conclusively that the two Indians above named have no right against the Seminary. I am therefore surprised that Mr. Vankoughnet, a year later, should again put forward the same claims. That gentleman must have forgotten the letter referred to above.

2. With regard to the other six Indians hereinbefore named, all the obligations of the Seminary have been fully acquitted. Thus, in October, 1881, when the Indians left Oka for Gibson, Mr. A. Choquet, Agent of the Seminary, disbursed \$180.00 in the purchase of doors, window-frames, locks, glass, &c. . . . intended for the log-houses of the Indians. In September, 1882, the same Mr. Choquet was again sent to the Gibson Reserve for the purpose of entering upon the construction of 16 houses. In consequence of the

difficulty which he encountered of procuring lumber to finish the houses, he was obliged to suspend the work, and made, in the presence, and with the assent of the Government Agent, Mr. John McGirr, an arrangement with the Indians, specifying the obligations of the Seminary and those of the Indians, and in virtue of this agreement all the houses were to be finished by the Indians themselves in the course of the winter. Mr. Choquet in this second journey spent \$982.00, in the hope of giving full satisfaction to the Indians.

New complaints having reached the Seminary towards the beginning of the summer of 1883, the Superior of the Seminary, wishing to effectively put an end to all further demands, sent to the Gibson Reserve, on the 17th August, 1883, Rev. William Leclair, priest of St. Sulpice, Director of the Oka Mission, with Mr. Choquet Agent of the Seminary for the Indians, and Mr. George Ducharme, builder, with strict orders to satisfy all reasonable demands made by the Indians, and not to come back to Montreal till a complete settlement of all that concerned the building of the houses had been effected. In the Report made by these gentlemen to the Superior of the Seminary, and signed by all three, August 23, 1883, they declare that they had several conferences with Chief Louis Sanation, and the principal members of the tribe. They state that if the houses had not been finished according to the arrangement entered into with Mr. Choquet, in presence of Mr. McGirr, the year before, it was because the Indians, instead of buying lumber one inch in thickness, as agreed, had bought it an inch and a half in thickness, which diminished by a third the surface of the quantity thus purchased. The same gentlemen further add that, after

coming to an understanding with these same Indians, they deposited with Mr. Hughson, as representing the "Muskoka Mills and Lumber Co.," all the money necessary to complete all their houses. This money amounted to the sum of \$548.40, without counting \$305.74 which was paid over and above this for lumber to the lumber company, and \$176.76 for expenses of transport. It was agreed that each sum of money for the different families should be payable by draft to the order of Chief Louis Sanation, according as the houses should be completed. Since that time, all the sums thus deposited, have been successively paid, at the demand of Chief Louis. We have all the receipts of Mr. Hughson and of Chief Louis, and particularly the receipts which concern the six Indians mentioned above. All was therefore settled in their regard.

Moreover, I insert a letter of Chief Louis, dated June 10, 1884, where the latter declares most positively that all the members of his tribe who had claims upon the Seminary are now satisfied :—

"GIBSON, *June* 10, 1884.

Rev. W. LECLAIR,

Oka,

DEAR SIR,—I beg to say that Mr. Hughson has paid all the claims for the building of houses in this Reserve, and the claimants are satisfied.

We wish to know when you are going to arrange to build houses for Peter White and Louis Laforce, as they are anxious to know themselves."

Yours truly,

(Signed),

LOUIS SANATION.

Thus all the Indians at Gibson are satisfied with what the Seminary of St. Sulpice has done for their houses. So says their chief in the name of all his tribe.

As to the last demand, in favor of Peter White and Louis Laforce, it has been shown above to have neither right nor foundation.

If we now sum up all that was spent for the log-houses built or repaired at Gibson by the Seminary, we reach the sum of \$2,200, which is more than we were bound to spend, according to our strict engagement, even supposing that all the one hundred families of Oka had removed to the Reserve. All the claims put forward in the letter of January 13, 1885, are therefore unreasonable and unfounded.

II.

Mr. Vankoughnet's letter of September 12, 1884, and an extract from a letter of Mr. Thos. Walton, Indian Superintendent at Parry Sound, dated Sept. 2, 1884.

This letter of Mr. Vankoughnet was accompanied with an extract from Mr. Walton's letter, forming with it a whole which may be divided into two parts, each containing a special complaint :

1st Complaint—It regards the log-houses built at Gibson by the Seminary :

“ You will observe that of the 16 houses erected by the Seminary only one of them, viz., that of Angus Cook, has been built in accordance with the agreement.” (Mr. Vankoughnet's letter.)

2nd Complaint—It regards the squatters' houses purchased at Gibson by the Government, and occupied by a certain number of Indians from Oka :

"And with regard to 15 squatters' houses which are occupied by some of the Indian families, only four are equal to those contracted to be erected by the Seminary, and the remaining 11 are described as mere shanties." (Same letter.)

Mr. Vankoughnet pretends that the Seminary is at fault, and concludes his letter thus :—

"I shall be glad to be advised by you as to what steps the Seminary proposes to take in order to remedy matters in respect to the residence of these Indians, with a view to the fulfilment of the agreement entered into by their Agent with the Government, and confirmed by order of His Excellency in Council."

We might answer, in a general way, that the Indians having, as shown above, declared themselves satisfied, and the Seminary having more than fulfilled its engagements in their regard, these two complaints of Mr. Vankoughnet should be considered null and void. We shall, however, try to answer them successively.

Reply to First Complaint.

This complaint is based upon a misunderstanding of Article V. of the Order-in-Council of Sep. 27, 1881, which runs thus :—

"5th. The Seminary shall erect substantial log-houses, 18 by 24 feet, on each 100 acres for each family, divided into two rooms, with a loft above, and a stair, and a window and door to each room."

Mr. Vankoughnet states in the letter in question : " The *Seminary agreed* to erect substantial log-houses, 18 by 24 feet, &c." Here is the misunderstanding. It is in the words "*The Seminary agreed.*" This is a statement on the part of Mr. Vankoughnet which the Seminary denies. And, in fact, as the word *agreed*, employed by Mr. Vankoughnet, implies, the Order-in-Council is of the nature of a contract, which has no value but by the mutual consent of the parties, and solely within the limits of that consent.

Now, the Seminary never consented to build log-houses such as described by Mr. Vankoughnet, but only log-houses, the cost of which should not exceed \$20.00 each.

What proves our assertion is :—

Firstly. The report, made by Mr. Choquet to the Superior of the Seminary, of what took place at the preliminary conference, where the mutual engagements between the Government and the Seminary were entered into.

According to this report there were present in your Cabinet with yourself, Rt. Hon. Sir, the Hon. Mr. Mousseau Secretary of State ; Mr. Vankoughnet, Deputy of the Superintendent General of Indian Affairs ; Mr. John McGirr, Special Agent of the Government for the Indians of Oka ; and Mr. Choquet, Agent of the Seminary for the same Indians. All other points of the arrangement being settled, it was sought to oblige the Seminary, over and above what already weighed upon it, to pay the sum of at least \$40.00 in money to each family. The Agent of the Seminary having observed that he was instructed not to accept that condition, you yourself, Right Hon. Sir, proposed as a compromise that the Seminary should be bound to furnish each family with a log-house, the cost of

which should not exceed \$20.00, or thereabout. The Hon. Mr. Mousseau engaged himself to bring about the acceptance of this compromise by the Seminary, and at his earnest request, as well as your own, Right Hon. Sir, the compromise of \$20.00 was conditionally accepted by Mr. Choquet.

In this manner was formed between the Government and the Seminary, particularly with regard to the log-houses, the mutual understanding which was the basis of the Order-in-Council of Sep. 27, 1881.

Secondly. The refusal of the Council of the Seminary to send to the Government a written adhesion to the Order-in-Council, a refusal which was caused by Art. V., such as formulated ; this Council, easily foreseeing the difficulties that were to arise for the Seminary from the wording of such an article, introduced without its consent, and even without its having received previous notification.

Thirdly. The assurance given by the Hon. Mr. Mousseau to the Superior of the Seminary, some days after the communication of the Order-in-Council, that, according to the intention of the Government, the condition expressed in Art. V. was to be reduced to a charge upon the Seminary of \$20.00 for each log-house ; the description given in Art. V. of the log-houses being a matter of detail, furnished by the person who drew up the document. This assurance, it is true, was verbal ; but as the Hon. Mr. Mousseau spoke as Secretary of State, and spoke, as he himself affirmed, in your name also, Right Hon. Sir, it appeared to us that an agreement, in which the word of two Ministers was equally engaged, offered us a sufficient guarantee of its official character. It was then that the Superior of the Seminary, convinced that the condition of the

log-houses was limited to a charge of \$20.00, acquiesced in that condition so limited, and that he directed the Procurator of the Seminary to send to the Government the sum agreed upon for the purchase of the Gibson Reserve.

Pursuant to this verbal agreement, the Hon. Mr. Mousseau, having become Premier of Quebec, in a memorial addressed to yourself, Right Hon. Sir, and dated Oct. 21, 1882, made use of the following words:—

“The Seminary, always laboring under the *impression that the building of such log-houses* was to be a *cheap affair*, spent far more than they were obliged to do by the Order-in-Council of September, 1881.

Fourthly. What the Hon. Mr. Mousseau wrote to you in the same memorial, viz.:—

“You know how those log-houses were brought about.
* * * It was you who suggested as a middle course that the Seminary should feed the Indians at Gibson only for a fortnight, and that they would build log-houses of the above description, and which would cost, according to the opinion of everybody then present, from \$18 to \$20 each. It was that impression (and on that point I feel most distinct) that induced Choquet to consent for the Seminary, and induced me to advise Choquet.”

It is therefore certain, both from the facts which preceded the Order-in-Council, and from those which followed it, that the Seminary never accepted Art. V., under the form in which it stands, and that it never consented to the condition of the log-houses, but in as far as that condition was reduced to a charge of about \$20 per log-house. That is what the Seminary voluntarily engaged itself to.

Hence, Art. V. of the Order-in-Council of Sept., 1881, has not the value of a contract, and does not create an obligation for the Seminary, except within the fixed limits above described. And Mr. Vankoughnet, in writing to the Superior of the Seminary, incorrectly states: "The Seminary *agreed* to erect substantial log-houses, 18 by 24 feet, &c."

We may perhaps be told that the fact of our having spent more than \$20 on each log-house is a proof that we admitted, at least indirectly or implicitly, Art. V., such as it stands.

We protest against such interpretation.

What led us to make so enormous an expenditure, was not that we acquiesced indirectly or implicitly in Art. V., such as formulated, but that in this regard as in all others, we wished to act kindly towards the Indians, and especially that we were placed under the necessity of using some means to rid ourselves of the annoyance to which we were subjected by Mr. Vankoughnet.

Thus, notwithstanding our representations, and in spite of our efforts to meet our engagements, that gentleman, from the time of the signing of the Order-in-Council, viz., from Sept. 28, 1881, up to Jan. 13, 1885, has not ceased by letter or otherwise to annoy us with direct or indirect reproaches on the subject of the Indians' houses. As we already had grave interests at stake, and as we had everything to fear from an open rupture, considering the high position of this public functionary, and certain other influences, we decided not indeed to adhere to said article, but to strive to silence the demands of the Indians, whose complaints were always too welcome, when directed against us.

Far from yielding up our rights in this matter, we awaited the occasion when it should seem to us proper to maintain them. In this view, whilst trying to satisfy the Indians, we purposely avoided conforming to the description drawn up by that functionary, a fact which is, moreover, acknowledged by the letter we are refuting and by the extract which accompanies it.

Having thus, under the vexatious pressure of Mr. Vankoughnet, already disbursed for the houses at Gibson more than we were to spend for the 100 houses of the tribe, we now demand in justice, as an indisputable right, that the Government acknowledge that we have no further obligation to fulfil in regard to the log-houses ; since the basis and only basis of agreement accepted by us was, not the description drawn up by Mr. Vankoughnet, but the cost of \$20.00, stipulated in the manner explained above.

It is, therefore, in every way wrong for Mr. Vankoughnet to state in his letter to us : " The Seminary *agreed* to build substantial log-houses, 18 by 24 feet, &c." Neither directly nor *indirectly*, neither explicitly nor *implicitly* did the Seminary ever give such consent.

Reply to Second Complaint.

Let us first observe, Right Hon. Sir, that this complaint relative to the squatters' houses, cannot reasonably come from the Indians themselves—seeing that, as already stated, when in 1883 Rev. W. Leclair, P.S.S., Director of the Oka Mission, went to Gibson, the occupants of the squatters' houses were so persuaded of having no claim against the Seminary that only one amongst them came to present a demand to Mr. Leclair,

but desisted almost immediately ;—that the following year, June 10, 1884, Chief Louis Sanation, having declared his tribe satisfied, “ the claimants are satisfied,” made no exception for these same occupants, and consequently included them in his general declaration ;—that, indeed, these Indians have no plausible reason to complain, since they received each from the Seminary an average sum of at least \$20.00, either in materials to repair and arrange their houses, or in money to pay for their work, and that the most humbly housed amongst them are better off than the others, having received cleared land to the value of from \$200 to \$300, which amply compensates for what may be lacking in the houses.

So far, indeed, are they from complaining that the above-mentioned letter of Mr. Thos. Walton, Indian Superintendent at Parry Sound, and dated Sep. 2nd, 1884, concludes by the following remarkable admission regarding the Indians of Gibson without distinction :—

“ They feel assured that if their friends (at Oka) knew of their prosperity and *comfort* they would not much longer hesitate at migrating to Gibson.”

The complaint, therefore, does not come, at least spontaneously, from the Indians. We might, consequently, stop here, for if the occupants themselves of the Squatters' houses do not complain, and have no reasonable cause for so doing, one naturally asks on what ground Mr. Vankoughnet continues to insist in his demands.

But we shall face the matter as it stands and continue.

We affirm, then, Right Hon. Sir, that the Seminary of St. Sulpice always considered itself as being exonerated, in

justice and by the Government, from the obligation of building log-houses for those of the Indians who had settled on the lands and in the houses of squatters at Gibson.

1st. The Seminary is exonerated in justice. For, as you yourself, Right Hon. Sir, deigned to declare before the House during the session of 1882: "The Seminary have been wonderfully liberal, and have given far more than they were bound to." In fact, its disbursements up to the present, amount to \$30,000. And the sacrifice implied in so large an outlay becomes more onerous when it is considered that this amount almost reaches the value of all the landed property occupied by the entire tribe of Oka before the removal of a part of the Indians;—that the Seminary thus finds itself purchasing and paying for its own property;—that it sees, so far, only a third of the tribe moved away;—that it remains continually exposed, from the remaining two-thirds, to the same troubles, the same vexations, and the same depredations, as before the Order-in-Council, and that its condition at Oka has experienced no noticeable improvement after the enormous expenses it has borne. And, moreover, with regard specially to the log-houses, the Seminary has already expended, as we have seen, for the Indians removed to Gibson, the sum of \$2,200, which is more even than it had engaged to do for the 100 families of the whole tribe. It is therefore exonerated in justice from the log-houses.

2nd. The Seminary is also exonerated by the Government.

Thus, when the Government bought the lands and houses of the squatters for the sum of \$5,000, we may state that it

never intended to have that sum reimbursed by the Seminary, either directly or indirectly, either by money, or by the building of a certain number of log-houses. It was a purchase pure and simple, the purpose of which was to relieve the Seminary by so much, in consideration of the enormous sacrifices already made by that Corporation.

Let us see again on this point the memorial already quoted of the Hon. Mr. Mousseau, dated Oct. 21, 1882 :—

“ In fact it was so little the intention of your Government to have any portion of that money (\$5,000) reimbursed by the Seminary, either directly or indirectly, either by money or by building an equal number of log-houses, that the Order-in-Council which authorized the payment of the \$5,000, and put the condition of its payment and voting by Parliament, distinctly says how the Government will be reimbursed, the last words of the Order-in-Council saying that said sum shall be a second charge upon the Reserve of Gibson, after the Seminary will have been paid of the money by them laid out for the purchase of the 25,000 acres of land.”

Consequently, in the eyes of the Government, as well as in equity and justice, we are not obliged to undertake fresh expenses for the houses of the Indians who are the occupants of the squatters' lands.

The second complaint expressed in the letter of Sept. 12th, 1884, is, therefore, as unfounded as the first. We therefore consider that Mr. Vankoughnet's two letters are thus fully refuted.

Permit me, then, Right Hon. Sir, to respectfully submit to your wise appreciation the following conclusions, to wit :—

1. That it be declared that the Seminary of St. Sulpice has fully discharged its obligations towards the Oka Indians who removed to Gibson, even in regard to the building of the log-houses, not excepting the houses of those Indians who occupy the lands and houses of squatters.

2. That the Department of Indian Affairs be recommended neither to receive nor countenance any complaint made by the Indians of Gibson against the Seminary, and, in particular, complaints regarding the log-houses.

I have the honor to be, with profound respect,

Right Honorable Sir,

Your most obedient servant,

L. COLIN,

Supr. of the Seminary of St. Sulpice.

